

MORTGAGE RECORD NO. 60

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For Release See Book 65 Page 238.

This Indenture, Made this fourteenth day of September in the year of our Lord  
one thousand nine hundred and twenty one, between Ed. G. Mac Duff and Benjamin  
E. Mac Duff his wife of Lansdowne in the County of  
Douglas and State of Kansas, of the first part, and  
Harford Investment & Mortgage Company of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of  
one thousand and twenty one (\$21.00) DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have  
sell and mortgage to the said party its of the second part, its heirs and assigns, forever, all that tract or parcel of land  
situated in the County of Douglas, and State of Kansas, described as follows, to wit:

The South One Hundred (100) feet of Lot Twenty one (71) Block  
Forty two (42) in that part of the City of Lawrence, Kansas as  
well known

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said  
Parties of the first part

do hereby covenant and agree that at the delivery hereof themselves the lawful owner of the premises, above granted,  
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances subject to a first mortgage  
of one thousand (\$1000.00) Dollars to the Douglas County Building &  
Loan Association

This Grant is intended as a Mortgage to secure the payment of the sum of  
one thousand and twenty one Dollars  
according to the terms of one certain promissory note this day executed  
and delivered by the said Ed. G. Mac Duff and Benjamin E. Mac Duff to the said part ies of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment or any part thereof, or inter-  
est thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due  
and payable, and it shall be lawful for the said party its of the second part, its executors, administrators and assigns, at any  
time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such  
sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there  
be, shall be paid by the party ies making such sale, on demand, to said parties of the first part  
heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal  
the day and year first above written.

Signed, Sealed and Delivered in the presence of  
Ed. G. Mac Duff (SEAL)  
Benjamin E. Mac Duff (SEAL)  
(SEAL)

STATE OF Kansas } ss.  
Douglas County

BE IT REMEMBERED, That on this 14th day of October A. D. 1921, before me,  
J. L. Whipple a Notary Public in and for said County and State, came  
Ed. G. Mac Duff and Benjamin E. Mac Duff his wife  
(Ed.) to me personally known to be  
the same person dwelling who executed the foregoing instrument, and duly acknowledged execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year  
last above written.  
My Commission Expires Jan. 27 1922 J. L. Whipple Notary Public.

Filed for Record the 7 day of Oct A. D. 1921, at 10:45 o'clock A.M.  
Esther M. Hays Register of Deeds  
John H. Hays Deputy.